



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
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Board of Supervisors
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Fifth District

June 4, 2008

The Honorable Board of Supervisors
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NO. 1 TO LEASE NO. L-0885
FIRE DEPARTMENT
6167 BRISTOL PARKWAY, SUITE 220, CULVER CITY
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Amend a lease to extend the term by an additional five years for the Health Hazardous Material Division (HHMD) of the Fire Department (Fire).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this Amendment No. 1 is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.
2. Approve and instruct the Chair to sign Amendment No. 1 to renew the subject lease for a five-year term with Bristol Plaza, LLC, a limited liability company, (Lessor) for 3,426 rentable square feet of office space, located at 6167 Bristol Parkway, Suite 220, Culver City, for Fire's HHMD at an annual first year rent not to exceed \$107,641. The rent costs will be fully funded by the Fire District Services Support Unit Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 2003, Fire's HHMD West District Inspection Section staff of ten have occupied approximately 3,426 square feet of office space at 6167 Bristol Parkway, Culver City. The HHMD is a State Certified Unified Program Agency (CUPA) designed to consolidate, coordinate and manage permits, inspections and enforcement of CUPA programs to ensure compliance with Federal, State, and local hazardous material laws and regulations. The current lease expired March 24, 2007 and the County continued occupancy pursuant to the holdover provision.

During this renewal period, re-measuring of the space in accordance with ANSI BOMA Z65.1 (1996) revealed an additional 173 square feet. As this space is indivisible, and to avoid any disruption of services to the public and not incur moving and new tenant improvements costs, Fire accepted the square footage adjustment and requested the lease renewal. The proposed lease amendment incorporates the square footage variation. Approval of the proposed lease amendment will extend the term for five years and allow Fire to continue to provide uninterrupted services to the public.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide effective, efficient, and goal oriented service delivery systems (Goal 3), and that we strengthen the County's fiscal capacity (Goal 4). The proposed agreement supports these goals as we are housing a Fire program in leased space that provides the appropriate workspace and is centrally located within the service area. The Fire HHMD program further promotes public safety by making it easier to conduct mandated inspections of businesses generating hazardous waste or handle hazardous material to ensure businesses are in compliance with regulatory requirements

FISCAL IMPACT/FINANCING

The proposed full-service agreement provides for an initial monthly base rent of \$8,970 or \$107,641 annually. Over the five-year term, the base rent is subject to annual Consumer Price Index (CPI) adjustments capped at 4 percent.

6167 BRISTOL PARKWAY, CULVER CITY	EXISTING LEASE	AMENDMENT NO. 1	CHANGE
Area (square feet)	3,253	3,426	173 ¹
Term	Three years (03/25/04 to 03/24/07)	Five years, upon Board approval but no later than July 31, 2008	+ Five years
Annual Base Rent	\$70,702 ² (\$21.51 per sq. ft. annually or \$1.80 per sq. ft. per month)	\$107,641 ² (\$31.20 per sq. ft. or \$2.60 per sq. ft. per month.)	+ \$36,939
Cancellation	Anytime after the 12 th month of the lease term	Anytime after the 30 th month of the lease term and of the option period	Longer initial period before cancellation right due to the longer term
Option to Renew	None	Five-year option	One Five-year option
Parking	Seven common area spaces and one covered secured space	Nine common area spaces and one covered secured space	+ Two common area spaces
Rental Adjustment	Annual rental adjustment based on the CPI, capped at 3 percent	Annual rental adjustment based on the CPI, capped at 4 percent	Cap increased by 1 percent

1. Change due to mutual verification of re-measured space in accordance with ANSI BOMA Z65.1 (1996).

2. Includes monthly parking charge of \$62.50 for one covered secured space.

Sufficient funding for the proposed lease amendment is included in the 2007-2008 Rent Expense budget and will be charged back to Fire. The rent costs will be fully funded by the Fire District Services Support Unit Budget. There is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed five-year renewal provides 3,426 rentable square feet and ten parking spaces to the County for use by Fire. The amendment contains the following provisions:

- The renewal commences upon Board approval, if approval is not received by July 31, 2008, Lessor may withdraw this proposal and terminate the existing lease.
- County has the option to renew the lease for an additional five years.
- The lease is full service at a monthly rate of \$8,907.60 (\$2.60/sq. ft). The County has nine off-street surface parking spaces and one covered secured parking space for a County-owned material sampling vehicle at a monthly rate of \$62.50.

- County may cancel the agreement anytime after the 30th month of the term and anytime after the 30th month of the option period, both cancellation rights require 60 days' written notice to the Lessor.
- Rent is subject to annual adjustments based on the CPI not to exceed 4 percent of the monthly base year rent.
- Re-measuring the premises revealed an additional 173 sq. ft. and the Amendment reflects the adjusted square footage. All measurements are in accordance with ANSI BOMA Z65.1 (1996) and have been reviewed and accepted by the County.

Chief Executive Office (CEO) Real Estate staff surveyed the area for space within a five mile radius from the current facility. The survey disclosed a vacant 40,000 square foot County-owned facility in Fire's West District service area. However, as this is a small requirement, it would be inappropriate at this time to relocate this program to that building as the building is being considered for use by other County departments. Staff was unable to identify any other facility within the surveyed area that could accommodate this requirement more economically.

The proposed annual rental increase from the current \$70,702 to \$107,641 represents a 52 percent increase from the previous year. However, the proposed rental rate is within the current market range for the area. Based upon a market survey of similar properties in the Culver City area, staff has determined that the base rental rate for similar properties on a full service basis with parking is between \$31 and \$38 per square foot per year. Thus, the \$31.22 base annual rent of the proposed lease renewal represents a rate within fair market for the area.

ENVIRONMENTAL DOCUMENTATIONS

The CEO has made an initial study of environmental factors and has concluded that this project is exempt from CEQA as specified in Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

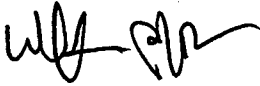
The proposed lease amendment will provide the space necessary for Fire to continue providing services to the public. Fire concurs with this recommendation.

The Honorable Board of Supervisors
June 4, 2008
Page 5

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return two certified copies of the Minute Order and the adopted, stamped Board letter to the CEO, Real Estate Division, 222 South Hill Street, 4th Floor, Los Angeles, CA 90012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF' followed by a stylized flourish.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DL:JSE
CEM:CMB:hd

Attachments (2)

c: County Counsel
Fire Department

FIRE DEPARTMENT
6167 BRISTOL PARKWAY, CULVER CITY
Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ²			X
C	Does this lease centralize business support functions?			X
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² The ratio for this facility is 342 sq. ft per person. However, the space is indivisible. Additionally, the program has a higher requirement of ancillary space such as: public waiting area, public counter, public interview room, etc.		X	
2.	<u>Capital</u>			
A	Is it a substantial net County cost (NCC) program?		X	
B	Is this a long term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Attachment B?	X		
G	Was build-to-suit or capital project considered? Due to the small size of the program a build-to-suit is not feasible.	X		
3.	<u>Portfolio Management</u>			
A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?		X	
D	Why was this program not co-located?			
	1. ___ The program clientele requires a "stand alone" facility.			
	2. <u>x</u> No suitable County occupied properties in project area.			
	3. <u>x</u> No County-owned facilities available for the project.			
	4. ___ Could not get City clearance or approval.			
	5. ___ The Program is being co-located.			
E	Is lease a full service lease?	X		
F	Has growth projection been considered in space request?	X		
G	Has the Dept. of Public Works completed seismic review/approval?	X		
	¹ As approved by the Board of Supervisors 11/17/98			
	² If not, why not?			

SEARCH WITHIN FIVE-MILE RADIUS FROM BRISTOL PARKWAY FACILITY FIRE DEPARTMENT

LACO	FACILITY NAME	ADDRESS	GROSS Sq FT.	NET SQ. FT.	OWNERSHIP	SQUARE FEET AVAILABLE
E420	DC&FSDPSSDMH-WEST LOS ANGELES DIST OFFICES	11390 W OLYMPIC BLVD, WEST LOS ANGELES 90064	68200	44482	LEASED	NONE
A528	DPSS-NEW RANCHO PARK DISTRICT OFFICE	11110 W PICO BLVD, LOS ANGELES 90064	69450	59033	LEASED	NONE
5570	DHS-YVONNE BRATHWAITE BURKE HEALTH CENTER/PPP	2509 W PICO BLVD, SANTA MONICA 90404	36557	26581	OWNED	NONE
X924	FIRE-LIFEGUARD OPERATIONS ADMIN HEADQUARTERS	2300 OCEAN FRONT WALK (BEACH SIDE AT 23RD AVE), VENICE 90291	11394	9474	PERMIT	NONE
X006	BEACHES/HARBORS POM BUILDING	13575 MINDANAO WAY, MARINA DEL REY 90292	3000	2850	OWNED	NONE
X020	BEACHES/HARBORS COVE BUILDING	13535 MINDANAO WAY, MARINA DEL REY 90292	9276	8812	OWNED	NONE
X334	PUBLIC LIBRARY-MARINA DEL REY LIBRARY	4533 ADMIRALTY WAY, MARINA DEL REY 90292	4972	4246	OWNED	NONE
3776	CULVER CITY COURTHOUSE	4130 OVERLAND AVE, CULVER CITY 90230	21568	11543	OWNED	NONE
T589	CULVER CITY COURTHOUSE-MODULAR ANNEX	4130 OVERLAND AVE, CULVER CITY 90230	1902	1818	OWNED	NONE
5708	PUBLIC LIBRARY-JULIAN DIXON LIBRARY	4975 OVERLAND AVE, CULVER CITY 90230	21406	17364	OWNED	NONE
A422	PH-WEST AREA ENVIRONMENTAL HEALTH SERVICES	6053 BRISTOL PKWY, CULVER CITY 90230-6601	12000	10800	LEASED	NONE
B006	FIRE-PREVENTION BUREAU-WEST METRO OFFICE	6167 BRISTOL PKWY, CULVER CITY 90230	3253	3090	LEASED	NONE
A437	DCFS-REGION II SERVICES - WATERIDGE BUILDING	5100 W GOLDFEAF CIR BUILDING C, LOS ANGELES 90056	52370	46086	LEASED	NONE
A533	DCFS-KINSHIP RESOURCE CENTER #2 NORTH	5035 W SLAUSON AVE, LOS ANGELES 90056	5788	5200	LEASED	NONE
1521	LADERA-RECREATION BUILDING/ OFFICE	6027 LADERA PARK AVE, LOS ANGELES 90056	2117	1941	OWNED	NONE
6304	PROBATION-CRENSHAW AREA OFFICE	3606 W EXPOSITION BLVD, LOS ANGELES 90016	19112	14020	OWNED	NONE
6722	PUBLIC LIBRARY-VIEW PARK LIBRARY	3854 W 54TH ST, LOS ANGELES 90043	6983	6130	OWNED	NONE
5276	PH-DR RUTH TEMPLE PUBLIC HEALTH CENTER	3834 S WESTERN AVE, LOS ANGELES 90016	29023	16627	OWNED	NONE
4835	BEACHES/HARBORS-ADMINISTRATION BUILDING	13837 FIJI WAY, MARINA DEL REY 90292	14126	8848	OWNED	NONE
4836	BEACHES/HARBORS-MARINA COAST GUARD STATION	13871 FIJI WAY, MARINA DEL REY 90292	1568	1411	OWNED	NONE
T022	BEACHES/HARBORS-BUDGET TRAILER #1	13483 FIJI WAY, MARINA DEL REY 90292	1440	1224	OWNED	NONE
T034	BEACHES/HARBORS-FINANCE TRAILER #2	13483 FIJI WAY, MARINA DEL REY 90292	1440	1224	OWNED	NONE
T035	BEACHES/HARBORS-PAYROLL TRAILER #3	13483 FIJI WAY, MARINA DEL REY 90292	1440	1224	OWNED	NONE
Y018	DOCKWEILER-LIFEGUARD HEADQUARTERS	8255 VISTA DEL MAR, PLAYA DEL REY 90293	5919	5647	PERMIT	NONE
0012	PW ROAD-MAINT DISTRICT 3 OFFICE	5530 W 83RD ST, WESTCHESTER 90045	1400	1260	OWNED	NONE
0013	PW ROAD-DIV #233/333/433 YARD OFFICE	5530 W 83RD ST, WESTCHESTER 90045	2400	2160	OWNED	NONE
0014	PW ROAD-DIV #233/333/433 OFFICE/ GARAGE	5530 W 83RD ST, WESTCHESTER 90045	5500	4950	OWNED	NONE
F224	PW FLOOD-83RD ST YARD OFFICE	5520 W 83RD ST, WESTCHESTER 90045	1920	1824	OWNED	NONE
A061	DCFS-REGION VI CENTURY SERVICES OFFICE	5767 W CENTURY BLVD BUILDING 2, WESTCHESTER 90045	27000	20955	LEASED	NONE
A240	DCSS-AIRPORT/VENICE ADULT PROTECTIVE SERVICES	5757 W CENTURY BLVD BUILDING 1, WESTCHESTER 90045	1792	1702	LEASED	NONE
A378	DPSS-AIRPORT/WESTSIDE GAIN REGION I OFFICE	5200 W CENTURY BLVD, WESTCHESTER 90045	50147	47640	LEASED	NONE
X301	LOS ANGELES AIRPORT COURTHOUSE	11701 S LA CIENEGA BLVD (PACIFIC CONCOURSE DR), LOS ANGELES 90045	292000	151981	FINANCED	NONE
3394	INGLEWOOD JUVENILE COURTHOUSE	110 E REGENT ST, INGLEWOOD 90301	21539	12024	OWNED	NONE
5933	PH-CURTIS TUCKER PUBLIC HEALTH CENTER	123 W MANCHESTER BLVD, INGLEWOOD 90301	28734	16828	OWNED	NONE
6330	INGLEWOOD COURTHOUSE	ONE E REGENT ST, INGLEWOOD 90301	210648	82279	OWNED	NONE
0316	PUBLIC LIBRARY-LENNOX LIBRARY	4359 LENNOX BLVD, LENNOX 90304	4657	3679	OWNED	NONE
A338	DCFS-REGION VI HAWTHORNE SERVICES OFFICE	11539 S HAWTHORNE BLVD, HAWTHORNE 90250	31832	27057	LEASED	NONE
B520	DPSS-SOUTHWEST FAMILY WS DISTRICT OFFICE	923 E REDONDO BLVD (905-921 REDONDO BLVD), INGLEWOOD 90302	40000	40000	OWNED	VACANT
A614	DPSS-SOUTHWEST SPEC DIST (VERMONT VILLAGE)	1819 W 120TH BLVD, LOS ANGELES	88546	84119	LEASED	NONE
5374	PUBLIC LIBRARY-WOODCREST LIBRARY	1340 W 106TH ST, LOS ANGELES 90044	7254	5895	OWNED	NONE
A643	SOUTH L.A. COUNTY ADMINISTRATION BUILDING	8300 S VERMONT AVE, LOS ANGELES 90044	210000	195500	LEASED	NONE
F387	PW FLOOD-EL SEGUNDO YARD OFFICE	2155 EL SEGUNDO BLVD, EL SEGUNDO 90245	1600	1440	OWNED	NONE
4704	PUBLIC LIBRARY-HAWTHORNE LIBRARY	12700 S GREVILLEA AVE, HAWTHORNE 90250	16949	16174	OWNED	NONE
A551	DPSS-WFP&I & SOUTH REG IV IHSS/ADULT SERVICES	12000 HAWTHORNE BLVD, HAWTHORNE 90250	132996	106397	LEASED	NONE
A557	DPSS-ADULT PROTECTIVE SERVICES/CHILD CARE CTR	4300 W 120TH ST, HAWTHORNE 90250	23000	20700	LEASED	NONE

**AMENDMENT NO. 1 TO COUNTY LEASE NO. L-0885
LOS ANGELES COUNTY FIRE DEPARTMENT
6167 BRISTOL PARKWAY, SUITE 220, CULVER CITY**

This Amendment No. 1 to Lease No. L-0885 ("Amendment No. 1") is made and entered into this ____ day of _____, 2008, by and between BRISTOL PLAZA, LLC, a California limited liability company ("Lessor"), and the COUNTY OF LOS ANGELES, a body politic and corporate ("Lessee").

WHEREAS, Arden Realty Finance Partnership, L.P. ("Original Lessor"), Lessor's predecessor in interest, and Lessee entered into Lease No. L-0885 dated February 5, 2004 (the "Lease") for approximately 3,253 rentable square feet of floor space with 8 off-street parking spaces at 6167 Bristol Parkway, Suite 220, Culver City, California (the "Premises"), and;

WHEREAS, the Original Lessor transferred ownership of the Premises to Arden Realty Limited Partnership, a Maryland limited partnership in December, 2006, and;

WHEREAS, on July 6, 2007 Arden Realty Finance Partnership, L.P. concluded the sale of the Premises to Lessor, whose address is c/o Cabi Developers, 9911 West Pico Boulevard, Suite 1200, Los Angeles, California 90035.

WHEREAS, Lessor and Lessee desire to amend the Lease for the purpose of extending the Lease term and increasing the rental rate.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the rents, covenants, and agreements hereinafter contained, Lessor and Lessee hereby covenant and agree to amend the Lease as follows:

1. Paragraph 1. **PREMISES**: The parties acknowledge and agree that the Premises have been re-measured by the Lessor in accordance with ANSI BOMA Z65.1 (1996) and verified by the Lessee and accordingly both parties agree that the Premises consists of 3,426 rentable square feet of office space.
2. Paragraph 2. **TERM**: is deleted in its entirety and the following is substituted therefor:

2. **TERM**:

A. **Original Term**

The parties acknowledge that Lessee has been occupying the Premises on a month-to-month basis since the expiration of the original Term, and that the term of this Lease will be extended for a period of five years, which five-year period shall commence upon approval by the Lessee's

Board of Supervisors ("Extension Term Commencement Date"), and will expire on the last day of the fifth (5th) year thereafter. If Lessee has not received approval of this Lease by the Board of Supervisors on or before July 31, 2008, Lessor may terminate this Lease upon written notice to Lessee and Lessee shall have no further rights thereunder.

B. Option to Renew

Lessee shall have the option to renew this Lease (the "Option") for one (1) additional period of five (5) years under the same terms and conditions, except that the rental rate shall be adjusted by negotiation to the then prevailing fair rental value which Lessor could derive from the Premises if they were made available on the open market ("Fair Rental Rate"). The Fair Rental Rate of the Premises shall be determined by using the rental rate prevailing for similarly-improved office space within a one (1) mile radius of the Premises. If similarly improved office space cannot be found within a one (1) mile radius of the Premises, then the search area shall be enlarged to a two (2) mile radius. In determining the Fair Rental Rate, equitable adjustments to the surveyed rental values shall be made for the size and credit worthiness of the Lessee, the quality of the project, the nature of the Lessee's improvements and any other lease terms having an impact on rental value (such as a tenant's option to expand or purchase). The fair rental survey shall be conducted by the Lessor's appraiser and Lessee's appraiser, each of which shall be designated as a Member of the Appraisal Institute of Real Estate Appraisers (MAI), Society of Real Estate Appraisers (SREA) or a Certified Property Manager (CPM). Lessor shall pay the costs for Lessor's appraiser and Lessee shall bear the cost of Lessee's appraiser.

If the Lessor and Lessee cannot agree on the Fair Rental Rate thirty (30) days prior to the expiration of the Lease term, Lessor and Lessee shall mutually select a third appraiser who shall also conduct a fair rental appraisal. The third appraiser shall be designated as a Member of the Appraisal Institute of Real Estate Appraisers (MAI), Society of Real Estate Appraisers (SREA) or a Certified Property Manager (CPM). The average of the two (2) appraisals nearest in value shall be the Fair Rental Rate. The cost of the third appraiser shall be borne equally by Lessor and Lessee. In the event the negotiations are not completed prior to the effective date of the rent adjustment, Lessee shall continue to pay rent at the then current rate and Lessee shall pay Lessor in a lump sum the difference between the payments made and the adjusted rent due to Lessor if any adjustment is needed. Such payment shall be made to Lessor within sixty (60) days of completion of negotiations.

Lessee, by Chief Executive Office letter, shall notify Lessor in writing not less than ninety (90) days prior to expiration of the Lease term of Lessee's

intention to exercise the Option. The actual exercise of the Option shall be only by the Board of Supervisors of the County of Los Angeles

3. Paragraph 3. **RENT:** is deleted in its entirety and the following is substituted therefor:

3. **RENT:**

The Lessee hereby agrees to pay as rent for the Premises during the term hereof the sum of Eight Thousand Nine Hundred Seven and 60/100 Dollars (\$8,907.60) per month, (i.e., \$2.60 per rentable square foot per month), subject to adjustment, pursuant to Paragraph 19. **RENTAL ADJUSTMENT** as amended. Additionally, Lessee shall pay \$62.50 per month for one parking space located in the covered parking garage on site, pursuant to Paragraph 21. All rental payments shall be payable in advance by Auditor's General Warrant. Rental payments shall be payable within fifteen days after the first day of each and every month of the term hereof provided Lessor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month.

4. Paragraph 5. **CANCELLATION.** Paragraph 5 of the Lease is deleted in its entirety and the following is substituted therefor:

5. **CANCELLATION:**

Lessee shall have the right to cancel this Lease anytime after the thirtieth (30th) month of the term hereof by providing Lessor no less than sixty days prior written notice by letter from Lessee's Chief Executive Office ("CEO"). Additionally, in the event Lessee exercises its Option to renew this Lease, as provided in Paragraph 2B as amended, Lessee shall also have the right to cancel this Lease anytime after the thirtieth (30th) month of the option term by providing Lessor no less than sixty (60) days prior written notice by letter from Lessee's CEO.

5. Paragraph 13. **ASSIGNMENT SUBLETTING.** Paragraph 13 is amended by adding the following:

Notwithstanding anything to the contrary contained in Paragraph 13, Lessee shall not transfer, assign or sublease the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld. For purposes hereof, it shall be reasonable for Lessor to deny consent if the financial responsibility of the proposed transferee is not reasonably satisfactory to Lessor.

6. Paragraph 15. **NOTICES**. Paragraph 15 is modified as follows: Notices to Lessor shall be sent as follows:

Bristol Plaza, LLC
c/o CABI Developers
9911 W. Pico Boulevard, Suite 1200
Los Angeles, California 90035
Attention: Legal

For rent payments:

Bristol Plaza, LLC
Cabi Developers California, LLC
P. O. Box 79562
City of Industry, CA 91716-9562

7. Paragraph 19. **RENTAL ADJUSTMENTS**: All reference to the Base Rent of \$5,204.80 shall be deleted and the amount of \$8,457.80 substituted therefor.

8. Paragraph 19. C. **General Provisions**: shall be deleted in its entirety and the following substituted therefor:

C. **General Provisions**:

1. In no event shall the monthly rent adjustment based upon the CPI formula set forth in Paragraph 19 (B) result in an annual increase greater than four percent (4%) per year of the monthly base year rent of \$8,457.80 (i.e., \$338.31 per monthly, annually).
 2. In no event shall the monthly rent be adjusted by the CPI formula to result in a lower monthly rent than was payable during the previous year of the Lease.
9. Paragraph 21. **PARKING SPACES**: All reference to seven (7) off-street in-and-out parking spaces shall be deleted and the amount of nine (9) off-street in-and-out parking spaces shall be substituted therefor.
10. Paragraph 30. **TENANT IMPROVEMENTS**: Paragraph 30 shall be deleted in its entirety. Lessee hereby agrees to accept the Premises in its "as-is" condition and acknowledges that Lessor shall not be obligated to provide or pay for any improvement work related to the improvement of the Premises during the Lease term as extended by this Amendment No. 1.

11. Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Amendment No. 1.
12. All undefined terms when used herein shall have the same respective meanings as set forth in the Lease unless expressly provided otherwise in this Amendment No. 1.
13. Each of the signatories for the Lessor personally covenant, warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Amendment No. 1 upon the terms and conditions stated herein and each agrees to indemnify and hold harmless Lessee from all damages, costs, and expenses, which result from a breach of this representation.
14. In the event of a conflict between the terms and conditions of this Amendment No. 1 and the terms and conditions of the Lease, the terms and conditions of this Amendment No. 1 shall prevail. All other terms and conditions contained in the Lease as hereby amended, are ratified and shall remain in full force and effect.

IN WITNESS WHEREOF this Amendment No. 1 has been executed the day and year first above set forth.

LESSOR:

BRISTOL PLAZA, LLC,
a California limited liability company

By: 

Name
Its

Patrick J. Lacey
Executive Vice President

LESSEE:

COUNTY OF LOS ANGELES
a body politic and corporate

By: _____

Yvonne Brathwaite Burke
Chair, Los Angeles County

ATTEST:

Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By:  _____
Deputy: Amy M. Caves